

Vendor Questions received after April 7, 2000 and before April 13, 2000

1. In our opinion, the request for an "LCD" is the same as requesting a flat panel monitor or the screens typically found on a notebook. Yet in the questions and answers given out on the pre-bid conference, question #133 stated you did not want a flat panel monitor nor did you want a "conventional" monitor. Did you mean to say you wanted a "CRT" versus the stated "LCD"? What do you mean by "conventional monitor" (from question #133). If the bid remains as is, the Commonwealth will have bid monitors that cost more than the PC itself.

ANS. COV desires flat panel LCD displays (as typically found on a notebook PC), NOT conventional CRT monitors, whether flat screen or otherwise. However, this requirement does not preclude Offerors from supplying an option/upgrade choice of a conventional CRT style monitor, appropriately priced in relation to the required LCD display.

2. It is this vendor's assumption that if the Commonwealth requests a seat management solution from the services offered on the Master Contract, then all monthly payments will be made for the entire period selected and no cancellations will occur at any time of any specific tech refresh period, i.e. 12, 24, or 36 months, is this a correct assumption?

ANS. Your assumption is incorrect. It is the Commonwealth's intent to make monthly payments, in arrears, for all periods and all services selected buy the Commonwealth. However, you have neglected to consider the Commonwealth's ability to terminate any service(s) in the event of Non-Appropriations, see clause 19, page 54; Breach, see clause 32, page 58; failure to pay the Commonwealth's Industrial Funding Adjustment, see paragraph 47, page 64, and/or any other failure by the Contractor to comply with the terms and conditions agreed upon by the parties.

3. If two brands are proposed, is it required that the tangible cost component monthly price be the same for both?

ANS. Yes. Please refer to the SMSCOV Standards in Appendix 1. Under General Requirements, paragraph 2 states, "The Contractors Tangible Cost Component monthly price must be the same for both brands offered."

4. If the tangible cost component monthly price proposed must be the same for both, is it correct for this Vendor to assume that because of the difference in the published prices per manufacturer, the cost ratio for the tangible component will be different for each brand over time?

ANS. That may be the case.

5. Is this Vendor correct in assuming that the intangible price for each brand can vary. If so, are we then correct in assuming that we are to price each brand out separately on the Excel price sheet.

ANS. Yes, that is correct. However, do keep in mind that each SMS Service offered may have both Intangible and Tangible (hardware or other fixed asset costs) cost components. The requested Excel spreadsheet monthly per-seat and or per server price offered for each offered SMS Service must identify both cost components, if both are factors in the incident service price.

6. In an effort to make reading our proposal document easier, our proposal will reproduce the RFP and we will insert our response immediately after the RFP statement/requirement/desirable that requires a response. The Table of Contents will indicate the Proposal Page Number for each specific RFP Section (V.1, V.2, V.3, etc). Does this meet the portion of requirement VII.A.1.f. as it relates to Proposal organization and the Table of Contents?

ANS. For RFP Section VII.A.2.f, what you state above does substantially meet the requirement, however this answer does not relieve your firm from any of the mandatory Proposal Preparation and Submission Requirements, such as, the requirement that all files are to be contained on the CD-ROM discs submitted.

7. General Requirements, Paragraph #1, RFP Page 44 - We are requesting that the COV increase the number of brand families allowed per proposal from two to three. We feel strongly that a third choice within our offering will insure maximum responsiveness from our product suppliers give the COV greater flexibility and leverage over the years of this Contract. The result will be that Commonwealth agencies will enjoy continued aggressive price competition, more opportunities to take advantage of future innovations in technology and other benefits from this increased competition and expanded availability of options.

ANS. No change will be made to the SMSCOV Standards General Requirement 1, which states "Up to two (2) brand families will be allowed, per proposal."

8. Reference: Page 31, Item #2 of the amended RFP, Vendor Statement of Compliance.
“The proposing vendor must certify that they will comply with the SMS Standards listed in the Appendices to the RFP and will conform to all future revisions of those documents”
Is the COV looking for a statement from the vendor that it complies with the SMS Standards identified in Appendix 1 or a detailed certification of compliance to each of:
General Requirements
Software and
Service Level Requirements Summary
identified in Appendix “1” – Seat Management Services COV Standards (SMSCOV Standards).

ANS. The former assumption is correct; proposing vendors must certify that they will comply with the SMS Standards listed in the Appendices to the RFP and will conform to all future revisions to those standards.

9. Reference: Page 46 #4 MACs of the amended RFP states:
“Pricing and timeframes for additional MACs shall be proposed and mutually agreed upon during contract negotiations”
However, in the pricing Model, page #27 of the amended RFP, there appears a requirement to price MACs under the management subject.

ANS. It is a requirement that additional MACs be proposed, including pricing. However, the pricing is subject to negotiation.

10. Also, in reference to the pricing model, is there a meaning to the number 1 under ACQUISITION and the number 2 under MANAGEMENT?

ANS. Yes. If you refer to the RFP Section V.5.B.1, entitled *ACQUISITION*, the “1” refers to the “Platform Hardware: server, desktop and portable computers”, as stated. Likewise, the “2” under *MANAGEMENT* refers to Section V.5.F.2, MACs, as stated.

11. Reference page 26, amended RFP, Example CR Calculation
This vendor understands the cost ratio calculation. We are allowed to provide up to two brand families, yet we are required to provide only one price to the COV. Does this mean that, if we propose two brand families, that we will maintain two cost ratios?

ANS. Please refer to question #4 and its answer, above. Additionally, the monthly priced service charge, per seat/server, for provision of vendor assets may consist of both tangible and intangible cost factors. The Example CR calculation on page 26 deals only with the *tangible* cost component. However, since there may also be intangible costs proposed which factor into the monthly priced service charge, by Refresh period (the CDA). Only the *Tangible cost component* is governed by the CR. Intangible cost component(s) proposed, if any, shall remain fixed for the life of the Master Contract. Please see the RFP Section VI Pricing Schedule Model and the format supplied for the Excel spreadsheet.

12. Reference Page 46, Item #8 and Page 49, Item #4 of the amended RFP
These items both appear to refer to the acceptance of product. On page 46, #8, we believe that the requirement should read “.... during any 48 hours, PRIOR TO acceptance,” not SUBSEQUENT TO (after) as stated in the RFP. If the requirement is for subsequent to, please confirm that the 95% in-service time gate is a one time requirement to complete the process of acceptance and not an on-going service level metric.

ANS. The RFP Sections cited are correctly stated in the RFP. In Item #8, the stated 95% in-service-time, during any 48 hours, is an on-going service level metric and is mandatory, since it is an element of the SMSCOV Standards. Please note however, that paragraph 4 on page 49 is a desirable Term and Condition and, as such, is subject to negotiation.

13. Reference Page 29, Item f. from the amended RFP
“Proposals should be organized in the same order as the RFP...”
There are multiple interpretations of this phrase, including the listing of phrases in the statement of needs and the table of contents of the RFP. Please identify which of these should be followed.

ANS. Please refer to question #6, above and the answer to that question.

14. Page 46 (Amended RFP) - Item 8, Vendor Assets, Would the Commonwealth consider moving this requirement to a desirable feature or consider alternate language? Pursuant to the previously asked questions regarding this requirement, would the Commonwealth reconsider focusing the 95% uptime requirement to request that the offeror, and not the manufacturer verify compliance with the service levels, as it is the offeror/contractor and not the manufacturer who has control over the service environment and will be offering services for and committing to the desirable contract terms in Section XI, # 7 - Maintenance, #8 Liquidated Damages and #13 Equipment Replacement?

Furthermore, as it is possible that contractors/offerors will be staging the offered equipment for imaging, testing, installation or some other value add service, will the Commonwealth please consider refocusing the manufacturer's certification of <3% out of box failure to a requirement that is reflective of a "two party" responsibility - the manufacturer for providing quality equipment and the contractor/offeror for providing quality setup and installation services.

ANS. You ask three questions which relate to the relationship between the vendor/contractor and the manufacturer. To answer your first question, regarding Item 8 of the SMSCOV Standards, the answer is, No. DIT considers the relationship between the SMS Contractor and the asset manufacturer to be of utmost importance to the success of COV SMS. In order to adequately insure that COV receive quality seat management services, the relationship between the SMS Contractor and the asset manufacturer must be a strong one. To answer your second question, No. Even though paragraphs 7, 8 and 13 are desirable and are subject to negotiation, it is important that the manufacturer be able to certify 95% uptime, as a starting point for the SMS contractor. The answer to your third question is also, No. The less than 3% out-of-the-box requirement is seen by COV as being a requirement owned more by the manufacturer than by the SMS Contractor. Therefore, refocusing the required certification is not considered appropriate by COV.